

Appeal of:	:	
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LANIER BUSINESS PRODUCTS,	:	HUDBCA Nos. 89-4491-C10
	:	89-4492-C11
(Purchase Order NOS.	:	
DU100PB5-0307 and DU100P85-1273	:	
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RULING ON GOVERNMENT'S MOTION TO DISMISS

February 15, 1990

OPINION BY ADMINISTRATIVE JUDGE TIMOTHY J. GRESZKO

Background

This appeal relates to United States Department of Housing and Urban Development ("HUD," or "Department," or "Government") Purchase Order Nos. DU100P85-0307 and DU100P85-1273. The purchase orders were for the rental and maintenance of word processing equipment and were authorized by the provisions of General Services Administration ("GSA") Contract No. GS-00K-86AGS5598 entered into between GSA and Lanier Business Products, Inc., ("Appellant"), of Fairfax, Virginia.

Appellant claims: (1) that \$27,404.60 is owed by HUD for rental of word processors for fiscal year 1988; (2) that the Contracting Officer's final decision allowed a claim of \$21,404.85 for rental payments for fiscal year 1987 and that this amount is unpaid; (3) that an additional \$8,353.33 is owed for rent for fiscal year 1987; and (4) that \$23,136 is owed for maintenance for fiscal year 1988.

The Government has filed a motion to dismiss this appeal for lack of jurisdiction, asserting that this Board does not have jurisdiction over this dispute, because the purchase orders were issued under a GSA contract. Appellant does not contest the motion to dismiss.

For Federal Supply Schedule Contracts, 41 C.F.R. §101-26.403-4 denotes the cognizant agency for purposes of disputes. That regulation states:

All disputes concerning questions of fact arising under the contract which cannot be settled satisfactorily between the ordering office and the contractor shall be decided by the GSA contracting officer or by the Administrator, or his duly authorized representative.

The HUD purchase orders were placed under a GSA contract. As such, this Board is accordingly without jurisdiction to decide this appeal because this is not an appeal from a final written decision of a HUD contracting officer arising from a contract between HUD and Appellant. 41 USC 607(d); Digital Sciences, Inc., AGECA No. 83-309-1, 85-1 BCA 17,805, citing Korvatch Truck Center, AGBCA No. 80-138-1, 80-2 BCA 14,746.

Ruling

This appeal is dismissed for lack of jurisdiction.

Timothy J. Greszko  
Administrative Judge

Concur:

David T. Anderson  
Administrative Judge

Jean S. Cooper  
Administrative Judge

February 16, 1990